

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

DEWEY R. BOZELLA,

Plaintiff,

v.

**THE COUNTY OF DUTCHESS and
WILLIAM J. O'NEILL**

Defendants.

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC#
DATE FILED: 10/22/12

No. 10 Civ. 4917 (CS) (GAY)

**SUPPLEMENTAL STIPULATION AND PROTECTIVE ORDER REGARDING
CONFIDENTIALITY OF CERTAIN DOCUMENTS AND OTHER INFORMATION
PRODUCED BY PLAINTIFF IN DISCOVERY**

WHEREAS, Plaintiff Dewey R. Bozella ("Plaintiff"), Defendant County of Dutchess ("County") and Defendant William J. O'Neill ("O'Neill") (collectively, the "Parties"), through their respective counsel, agreed to a Stipulation and Protective Order Regarding Confidentiality of Documents and Other Information Produced in Discovery (the "Order") that was so-ordered by Magistrate Judge Yanthis on June 27, 2012;

WHEREAS, the Order stated that specified "Case File Documents" in the possession of the Dutchess County District Attorney would be designated "Confidential" and thereby subject to certain restrictions on the disclosure, copying, and use of such documents as set forth under the terms of the Order; and

WHEREAS, Plaintiff intends to produce documents in this Action that contain confidential personal information as described below;

The Parties hereby stipulate and agree to the procedures set forth below governing the disclosure of documents produced by Plaintiff containing Plaintiff's confidential personal information as follows:

1. Documents produced by Plaintiff that contain Plaintiff's personal information including, without limitation, social security numbers, home telephone numbers and addresses, financial, medical, and psychological information may be designated "Confidential" by Plaintiff. Such materials shall be referred to herein as "Confidential Personal Information."

2. Unless otherwise stated herein, the disclosure of documents containing information designated as Confidential Personal Information shall be subject to the same terms and conditions as materials designated "Confidential Case File Documents" pursuant to the Order. Specifically, paragraphs 4, 5, 6, 9, 10, 11, and 15 of the Order shall apply equally to Confidential Personal Information as they do to the Confidential Case File Documents.

3. All Confidential Personal Information produced by the Plaintiff in the Action shall be used by Defendants solely in the Action and shall not be used by Defendants for any other purpose. Nothing herein shall prevent Plaintiff from using Confidential Personal Information for any purpose.

4. Defendants shall not be obligated to challenge the propriety of Plaintiff's "Confidential" designations when initially received, and a failure to do so shall not preclude a subsequent challenge thereto.

5. In the event of a dispute that requires the Court's attention regarding the propriety of Plaintiff's (a) designation of a particular document as "Confidential" or (b) assertion of a privilege with respect to an inadvertently produced document, the dispute shall be submitted to

the Court for resolution pursuant to the Court's individual practices for discovery-related motion practice and a determination shall be made under and pursuant to the Federal Rules of Civil Procedure and the legal authorities applicable hereto as the same may then be in effect. Until said dispute is resolved by the Court, the documents or information shall retain their designation as Confidential and thereafter shall be designated as the Court may direct, provided that nothing contained herein shall be deemed to waive or otherwise limit the right of any Party to appeal from, or seek review of, the determination by the Court of any such dispute.

6. Within 30 days after this Action is finally terminated and all available appellate remedies have been exhausted, all Confidential Personal Information produced in this Action shall be returned to counsel for Plaintiff. This paragraph shall not apply to Confidential Personal Information that had been previously permanently discarded or then so discarded, provided that counsel for the Defendants certifies in writing to counsel for the Plaintiff within the applicable time period that such materials have been permanently discarded.

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| BURKE, MIELE & GOLDEN, LLP By: <u><i>Michael K. Burke</i></u> Patrik Burke Michael Burke 40 Matthews Street, Suite 209 Goshen, New York 10924 Tel: (845) 294-4080 <i>Counsel for Defendants</i> | WILMER CUTLER PICKERING HALE AND DORR LLP By: <u><i>Shauna K. Friedman</i></u> Peter J. Macdonald Ross E. Firszenbaum Shauna K. Friedman 7 World Trade Center 250 Greenwich Street New York, New York 10007 Tel: (212) 295-6323 <i>Counsel for Plaintiff</i> |
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ORDERED this 22nd day of October, 2012.

George A. Yanthis
George A. Yanthis
United States Magistrate Judge

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UNDERTAKING

I have read the Stipulation and Protective Order Regarding Confidentiality of Documents and Other Information Produced in Discovery, dated June 27, 2012 (the "Order") and the Supplemental Stipulation and Protective Order Regarding Confidentiality of Certain Documents and Other Information Produced by Plaintiff, dated _____ ("Supplemental Order") in the above-captioned action.

I understand the terms of the Order and Supplemental Order, and I agree to be bound by their terms and conditions with respect to any documents, materials or information designated CONFIDENTIAL that are furnished to me as set forth in the Order and Supplemental Order.

I further agree: (a) not to disclose to any person or entity any documents, materials or information designated CONFIDENTIAL (b) not to make any copies of any documents, materials or information designated CONFIDENTIAL for my own retention after the termination of the above-captioned action; (c) not to use any documents, materials or information designated CONFIDENTIAL except in accordance with the Order and the Supplemental Order; and (d) to

return to the party who provided me with such CONFIDENTIAL materials all copies (including excerpts and summaries) thereof, within thirty (30) days of the termination of this action.

I hereby consent to the jurisdiction of the United States District Court for the Southern District of New York with regard to any proceedings to enforce the terms and conditions of the Stipulation.

Signature

Print Name

Date

Sworn to and subscribed before me
this ____ day of _____, 2012.

Notary Public